

NOTICE OF FORECLOSURE SALE

FILED FOR RECORD
HOPKINS COUNTY, TEXAS

2020 JAN 14 P 3:02

TRACY SMITH
COUNTY CLERK

BY _____ DEPUTY

("Deed of Trust"):

Dated: September 1st, 2009

Grantor: JERRY FREEMAN and wife, SUZANNE FREEMAN

Trustee: DEE MABEL

Substitute Trustee: JONATHAN A. NEWSOM

Lender: D. L. MARTIN and wife, GLEEN MARTIN

Recorded in: Volume 713, Page 803, Official Public Records of Hopkins
County, Texas.

Secures: Note in the original principal amount of \$28,000.00, executed by JERRY
FREEMAN and wife, SUZANNE FREEMAN ("Borrower") and payable to the order of
Lender

Original Property: The real property, improvements, and personal property described in
and mortgaged in the Deed of Trust, including the real property described in the attached
Exhibit A, and all rights and appurtenances thereto

Foreclosure Sale:

Date: **Tuesday, February 4th, 2020**

Time: **The sale of the Property will be held between the hours of 10:00 A.M.
and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale
will begin is 10:00 A.M., or no later than three hours thereafter.**

Place: **The Southwest entrance door to the first floor of the HOPKINS
COUNTY COURTHOUSE in SULPHUR SPRINGS, TEXAS.**

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the
Property will be sold to the highest bidder for cash, except that Lender's
bid may be by credit against the indebtedness secured by the lien of the
Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Trustee.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

DATED: January 14th, 2020.



JONATHAN A. NEWSOM
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Substitute Trustee

EXHIBIT "A"
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All that certain lot, tract or parcel of land situated in the Juan Palvedere Survey A-732 Hopkins County, Texas, and being 6.89 acres out of a called 40 acre tract conveyed to J.W. Morris as shown by plat recorded in Volume 1, Page 59, Map Records, Hopkins County, Texas and being more particularly described as follows:

BEGINNING at a fence corner post for this northeast corner and being the northeast corner of that tract recorded in Volume 1, Page 59, Map Records, Hopkins County, Texas;

THENCE due south 789.84 feet to a ¾" iron rod for this southeast corner;

THENCE S 89 degrees 58' 54" W, 379.12 feet to a ¾" iron rod for this southwest corner;

THENCE due north, 793.76 feet to a ¾" iron rod for this northwest corner and being located on the south ROW line of a county road;

THENCE S 89 degrees 25' 35" E, along said south ROW line, 379.44 feet to the place of beginning and containing 6.89 acres of land.

BEING the same land described in Warranty Deed dated April 20th, 1984, from J.W. Morris and wife, Ethel Morris to Thekla Willamene Morris, recorded in Volume 438, Page 274, Deed Records, Hopkins County, Texas.

LESS AND EXCEPT the northern portion of the above described tract containing 2.89 acres, more or less.

IT IS THE INTENTION that this Warranty Deed conveys 4.00 acres of land.